

Attorney Docket No.: 3399P087C

Patent

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application for:

Peter F. King et al.

Examiner: Not yet assigned

Serial No.: 09/533,556

Group Art Unit: 2776

Filing Date: February 24, 1999

For: PROVIDING A DIRECTORY OF
FREQUENTLY USED HYPERLINKS
ON A REMOTE SERVER

which is a continuation of:

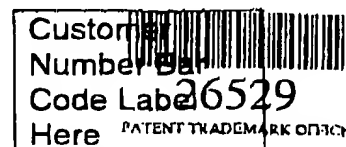
Serial No.: 08/996,379

Filing Date: December 22, 1997

which issued as U.S. Patent No.: 5,895,471

Assistant Commissioner for Patents
Washington, D.C. 20231POWER OF ATTORNEY BY ASSIGNEE AND REVOCATION OF PREVIOUS POWERSOpenwave Systems Inc. ("assignee"), a Delaware
(Name of Assignee) (State of Incorporation)corporation having a place of business at 1400 Seaport Boulevard, Office #W4152,Redwood City, CA 94063, hereby states that to the best of assignee's knowledge
(Address)and belief it is the assignee of the entire right, title, and interest in and to the
above-referenced patent application and represents that the undersigned is a
representative authorized and empowered to sign on behalf of the assignee.

Upon information and belief, the assignment document that evidences the
placement of title in the assignee was recorded in the U.S. Patent and Trademark Office
on December 22, 1997 at reel 8944 and frames 0189, 0190, 0191, 0174, 0175 and 0176.
Pursuant to 37 C.F.R. §§ 1.36 and 3.71, the assignee hereby revokes all powers of
attorney previously given and appoints practitioners at
Customer Number 26529 →
as my/our attorney(s) or agent(s) to prosecute the
application identified above, and to transact all business



02/24/99

JC490 U.S. PRO

09533556-022499

in the United States Patent and Trademark Office connected herewith.

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Send correspondence to the associated address to the above-mentioned Customer Number.

Assignee of Interest: Openwave Systems Inc.
(Type or Print)

Dated: 2/7/2002

By: Alan D. Minsk

Name: Alan D. Minsk, Esq.
(Type or Print)

Title: Director of Patents and Patent Counsel
(Type or Print)

Address of Assignee of Interest:

1400 Seaport Boulevard, Office #W4152
Redwood City, CA 94063

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
~~ORIGINAL SIGNATURE~~

Dated: 2/12/02

By: JMB

Name: Jordan M. Becker
(Type)

Reg. No.: 39,602

12400 Wilshire Blvd.
Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8300

66430 333330

DECLARATION OF JOINT INVENTORS

As a below named inventor, I hereby declare that:

My post office address, residence address and country of citizenship as stated below next to my name are true and correct;

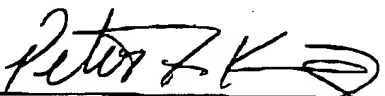
I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled "Providing a Directory of Frequently Used Hyperlinks on a Remote Server," described in the patent application filed herewith, which claims the benefit of priority under 35 U.S.C. § 119(e) of U.S. provisional patent application Serial No. 60/052,394 filed July 11, 1997;

I have reviewed and understand the contents of the above identified application, including the description, claims and drawings, and including any amendments specifically referred to herein; and

I acknowledge the duty under Title 37, Code of Federal Regulations § 1.56 to disclose all information, including information which occurred between the filing of the prior U.S. patent application and the national filing date of this continuing application, known to be material to the examination of the patent application mentioned above.

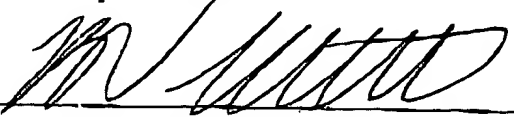
I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Inventor: Peter F. King
Post Office: 390 Bridge Parkway
Redwood Shores, California 94065
Residence: Half Moon Bay, California
Citizenship: U.S.A.


Signature (exactly as typed above)

Dec. 19, 1997
Date

Inventor: Bruce V. Schwartz
Post Office: 390 Bridge Parkway
Redwood Shores, California 94065
Residence: San Matco, California
Citizenship: U.S.A.


Signature (exactly as typed above)

12/19/97
Date

Docket: UWP002

ASSIGNMENT

Peter F.King, a resident of the City of Half Moon Bay, County of San Mateo, State of California, herein referred to as ASSIGNOR, is a joint inventor of a new invention entitled "Providing a Directory of Frequently Used Hyperlinks on a Remote Server" by Peter F.King and Bruce V. Schwartz, for which he has executed a patent application on 12-19-97.

UNWIRED PLANET, INC., a corporation of the State of Delaware, having a place of business at 390 Bridge Parkway, Redwood Shores, State of California, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said application and said invention, in and to any and all improvements relating to said invention, and in and to Patent thereon, when granted in the United States and all foreign countries.

In consideration of the employment of ASSIGNOR by ASSIGNEE and for other good and valuable consideration:

1. ASSIGNOR sells, assigns, transfers and conveys unto ASSIGNEE, the entire right, title and interest:
 - (a) in and to said invention, improvements, application, and each and every additional application filed anywhere in the world, whether or not the country of filing is a member of the International Union for the Protection of Industrial Property (The Paris Convention), which additional application is a division, substitution, continuation or continuation-in-part of or is based on said application or which additional application relates to said invention and improvements;
 - (b) all priority rights associated with the filing of each and every such application, for each country of The Paris Convention, and
 - (c) in and to each and every Patent on said invention and improvements that may be granted by any country, including each and every Patent that may be granted on any of the applications referred to in sub-section (a), and in and to each and every reissue, re-examination or extension of each and every such Patent.
2. ASSIGNOR warrants, covenants and represents the fact that he has not heretofore granted any license, right or privilege in respect to said invention or said application or in any other way encumbered the same, and that he has the full right to sell, assign, transfer and convey, free of all licenses and encumbrances, the entire interest hereby assigned.
3. ASSIGNOR covenants that at the request and expense of ASSIGNEE he will promptly execute all papers necessary or desirable to perfect ownership of said invention, applications and said Patent to ASSIGNEE, and execute all oaths, declarations and other papers necessary or desirable for prosecuting said applications and Patent, for use in interference proceedings involving said invention, applications and Patent, for use in opposition proceedings involving said invention, applications and Patent, for refiling said

applications, for filing of divisional, substitution, continuation or continuation-in-part applications deemed necessary or desirable by ASSIGNEE, for reissuance or re-examination of said Patent, or for the filing in foreign countries of applications for Patent counterpart to or based on said application or to an application which is a division, substitution, continuation or continuation-in-part of said application or which application relates to said invention and improvements. ASSIGNOR further covenants and agrees that at the expense and request of ASSIGNEE, he will promptly assist ASSIGNEE in interference and opposition proceedings involving said invention, applications and Patent, and in litigation involving said invention, applications and Patent, and will assist in the ascertainment of facts and the production of evidence relating to said invention, applications and Patent.

4. The terms, covenants and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, his heirs, legal representatives and assigns.

Peter F. K

ASSIGNOR

Dec. 19, 1997

Date

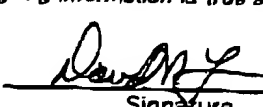
STATE OF CALIFORNIA)
COUNTY OF SAN MATEO)

On this 19th day of December 1997, before me, the undersigned notary public, personally appeared the above-named Assignor, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Assignment and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this Assignment the Assignor, or the entity upon behalf of which the Assignor acted, executed this Assignment.

[Signature]
Notary Public

SEAL



RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.		
1. Name of conveying party: Bruce V. Schwartz Additional names attached <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	2. Name and address of receiving party(ies): Unwired Planet, Inc. 390 Bridge Parkway Redwood Shores, California 94065	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 12/19/97	Additional name(s) & address(es) <input type="checkbox"/> yes <input checked="" type="checkbox"/> No	
4. Application Number or Patent Number If this document is being filed together with a new application, the execution date of the application is: 12-19-97 <div style="display: flex; justify-content: space-around;"> Application Number Patent Number </div> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> If checked, additional numbers are attached </div>		
5. Name and address of party to whom correspondence concerning document should be mailed: David N. Lathrop, Esquire THOMAS A. GALLAGHER, A Professional Corporation 601 California Street, Suite 1111 San Francisco, CA 94108-2805	6. Total Number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Charge to deposit account (copy attached)	
8. Deposit account number: 07-0137		
DO NOT USE THIS SPACE		
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>		
David N. Lathrop _____ Name	 _____ Signature	12/22/97 _____ Date
Total # pages including cover sheet:		<div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">3</div>
Mail documents to be recorded with required cover sheet information to: <div style="text-align: center; margin: 10px 0;"> Commissioner of Patents and Trademarks Box Assignment Washington, D.C. 20231 </div> <p style="font-size: small;">Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503</p>		

ASSIGNMENT

Bruce V. Schwartz, a resident of the City of San Mateo, County of San Mateo, State of California, herein referred to as ASSIGNOR, is a joint inventor of a new invention entitled "Providing a Directory of Frequently Used Hyperlinks on a Remote Server" by Peter F. King and Bruce V. Schwartz, for which he has executed a patent application on 12/19/97.

UNWIRED PLANET, INC., a corporation of the State of Delaware, having a place of business at 390 Bridge Parkway, Redwood Shores, State of California, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said application and said invention, in and to any and all improvements relating to said invention, and in and to Patent thereon, when granted in the United States and all foreign countries.

In consideration of the employment of ASSIGNOR by ASSIGNEE and for other good and valuable consideration:

1. ASSIGNOR sells, assigns, transfers and conveys unto ASSIGNEE, the entire right, title and interest:
 - (a) in and to said invention, improvements, application, and each and every additional application filed anywhere in the world, whether or not the country of filing is a member of the International Union for the Protection of Industrial Property (The Paris Convention), which additional application is a division, substitution, continuation or continuation-in-part of or is based on said application or which additional application relates to said invention and improvements;
 - (b) all priority rights associated with the filing of each and every such application, for each country of The Paris Convention, and
 - (c) in and to each and every Patent on said invention and improvements that may be granted by any country, including each and every Patent that may be granted on any of the applications referred to in sub-section (a), and in and to each and every reissue, re-examination or extension of each and every such Patent.
2. ASSIGNOR warrants, covenants and represents the fact that he has not heretofore granted any license, right or privilege in respect to said invention or said application or in any other way encumbered the same, and that he has the full right to sell, assign, transfer and convey, free of all licenses and encumbrances, the entire interest hereby assigned.
3. ASSIGNOR covenants that at the request and expense of ASSIGNEE he will promptly execute all papers necessary or desirable to perfect ownership of said invention, applications and said Patent to ASSIGNEE, and execute all oaths, declarations and other papers necessary or desirable for prosecuting said applications and Patent, for use in interference proceedings involving said invention, applications and Patent, for use in opposition proceedings involving said invention, applications and Patent, for refiling said

applications, for filing of divisional, substitution, continuation or continuation-in-part applications deemed necessary or desirable by ASSIGNEE, for reissuance or re-examination of said Patent, or for the filing in foreign countries of applications for Patent counterpart to or based on said application or to an application which is a division, substitution, continuation or continuation-in-part of said application or which application relates to said invention and improvements. ASSIGNOR further covenants and agrees that at the expense and request of ASSIGNEE, he will promptly assist ASSIGNEE in interference and opposition proceedings involving said invention, applications and Patent, and in litigation involving said invention, applications and Patent, and will assist in the ascertainment of facts and the production of evidence relating to said invention, applications and Patent.

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[Signature]
ASSIGNOR

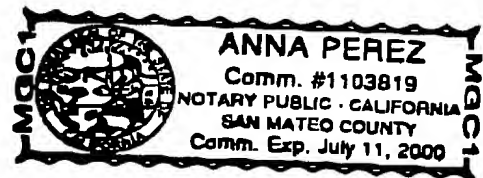
12/19/97
Date

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO)

On this 19th day of December 1997, before me, the undersigned notary public, personally appeared the above-named Assignor, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Assignment and acknowledged to me that he executed the same in his authorized capacity; and that by his signature on this Assignment the Assignor, or the entity upon behalf of which the Assignor acted, executed this Assignment.

[Signature]
Notary Public

SEAL



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors: Peter F. King
Bruce V. Schwartz

Serial No.: 08/996,379

Filing Date: December 22, 1997

Patent No: 5,895,471

Issue Date: April 20, 1999

Title: Providing a Directory of
Frequently Used Hyperlinks on
a Remote Server

March 28, 2000
San Francisco, California

Commissioner of Patents
Washington, DC 20231

Attention: Ms. Jennifer Hayes
Office of Petitions

TRANSMITTAL OF POWER OF ATTORNEY

Sir:

The undersigned attorney of record hereby submits a supplemental Power of Attorney for the application and patent mentioned above.

Respectfully submitted,



David N. Lathrop
Reg. No. 34,655
601 California St., Suite 1111
San Francisco, CA 94108-2805
Telephone: (415) 989-8080
Facsimile: (415) 989-0910

Att. Power of Attorney

Certificate of Transmission

I certify that this Transmittal of Power of Attorney and all following materials are being transmitted by facsimile on March 28, 2000 to the U.S. Patent and Trademark Office at telephone number (703) 308-6916.



David N. Lathrop

Docket: UWP002

POWER OF ATTORNEY

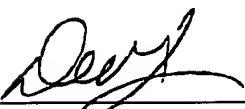
I have power of attorney to appoint other attorneys to prosecute and to transact all business in the United States Patent and Trademark Office in connection with U.S. patent application Serial No. 08/996,379 filed December 22, 1997, now U.S. patent 5,895,471.

I appoint the following as principal attorneys and agents with full power to transact all business in the United States Patent and Trademark Office in connection with this application and patent:

Alan D. Minsk (Reg. No. 35,956)
Joe Zheng (Reg. No. 39,450)

Please send all correspondence to:

Elaine Kramer-Adams
Patent Administrator
Phone.com, Inc.
800 Chesapeake Drive
Redwood City, California 94063



David N. Lathrop
Attorney of Record

March 28, 2000

Date